SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30					1. REQUISITION NUMBER PAGE 1 OF 82 WK4RV6-4293-2005								
2. CONTRACT NO.		3. AWARD/EFFE		4. ORDER	R NUMBE	R			S. SOLICITATION			6. SOLICIT	ATION ISSUE DATE
7. FOR SOLICITATION		a. NAME						_	o. TELEPHONE I		ollect Calls)	8. OFFER I	DUE DATE/LOCAL TIME
9. ISSUED BY		CODE 1			10 THI	S ACQUISIT	ION IS	C	0931 2970 2 I	00 11. DELIVERY FOR	FOR		M 22 Apr 2005 DUNT TERMS
RCO WUERZBURG		CODE [V912PG			UNRESTRIC				DESTINATION UNL		12. 01000	SOIVI TERMIO
DEPARTMENT OF THE FAULENBERG KASERN						SET ASIDE:		% F	FOR	BLOCK IS MARKED			
NUERNBERGER STR. 5 APO AE 09244						⊣	BUSINESS				NTRACT IS A R	ATED ORD)FR
AFO AE 09244						_	NE SMALL BU	JSINE	ESS	1 1	(15 CFR 700)	TILD OILE	, cit
					NAICS	8(A)				13b. RATING			
TEL: 0931-296-422						STANDARD:				14. METHOD OF S	OLICITATION	ı	RFP
FAX: 0931-296-484	46	CODE W	K4TNB		16. ADN	MINISTERED	BY			L Kru	COI	DE	Krr
DPW, 280TH BSB, UTILITIE	S DIVISION	0002			10.7.51						001		
CONN KASERNE GEB. 63													
FRANZ-SCHUBERT-STRAS 97421 SCHWEINFURT TEL: FAX:	SSE												
			1										
17a.CONTRACTOR/	OFFEROR	1	CODE		18a. PA	AYMENT WIL	L BE MADE B	BY			co	DE	
		FAC	ILITY										
TEL.	DELUTTANOE IO D	COL			401 0	NIDAUT IN	VOIOEO TO		200500	10/4/11/11/15/10/14		0.01.001	,
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				W IS CHE		JAL	7	IOWN IN BLOCK DENDUM	18a. UNLES	S BLOCK			
19. ITEM NO.		20. SCHEDI	JLE OF SUPP	LIES/ SER	RVICES		21	1. Q	UANTITY	22. UNIT	23. UNIT PF	RICE	24. AMOUNT
			SEE SCHE	ULE									
25. ACCOUNTING AND	APPROPRIATION DATA	4			26. TOTAL AWARD AMOUNT (For Govt. Use Only)				Use Only)				
X 27a. SOLICITATION	N INCORPORATES BY F	REFERENCE FAR	52.212-1. 52.212	-4. FAR 52.2	212-3. 52	.212-5 ARE	ATTACHED.			A[DDENDA X	ARE	ARE NOT ATTACHED
27b. CONTRACT/P	PURCHASE ORDER INC	ORPORATES BY	REFERENCE FA	R 52.212-4.	FAR 52.2	212-5 IS ATT	ACHED.			AI	DDENDA	ARE	ARE NOT ATTACHED
28. CONTRACTOR IS RI	EQUIRED TO SIGN THIS	S DOCUMENT AN	D RETURN			1 COP	IES 29.	AWA	ARD OF CONT	RACT: REFERENCI	<u>_</u>	,	1
TO ISSUING OFFICE	CE. CONTRACTOR AGR	EES TO FURNISH	AND DELIVER		-	_'			FER DATED	LIDING ANY ADDIT			OLICITATION
SELFORTHORO	THERWISE IDENTIFIED TERMS AND CONDITIC			LSHEETS						UDING ANY ADDITI REIN, IS ACCEPTED		JES WHIC	HAKE
					1								L
30a. SIGNATURE OF	· UFFERUR/CONTR	ACTOR			31	a.UNITED S	STATES OF A	AMER:	LICA (S	SIGNATURE OF CONT	RACTING OFFICE	K)	31c. DATE SIGNED
			1		_								
30b. NAME AND TITL (TYPE OR PRINT)	LE OF SIGNER		30c. DATE	SIGNED	31	b. NAME O	F CONTRACTI	ING (OFFICER	(TYPE OR	PRINT)		
(THE ON FRINT)													
					TE	EL:				EMAIL:			

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STANDARD FORM 1449 (REV 4/2002) Prescribed by GSA FAR (48 CFR) 53.212

SOLICITATIO	SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)								P	AGE 2 OF 82	
19. ITEM NO.			20. SCHEDULE OF S	UPPLIES/ SERV	ICES	!	21. QUANTITY	22. UNIT	23. UNIT PRI	CE	24. AMOUNT
19. ITEM NO.					TICES		21. QUANTITY	22. UNIT	23. UNIT PRI	CE	24. AMOUNT
32a. QUANTITY IN COLU	JMN 21 H	AS BEI	FN								
RECEIVED	INSPEC		ACCEPTED, AND CONFORMS	TO THE CONTRACT	T, EXCEPT A	S NOTED:				_	
32b. SIGNATURE OF AU REPRESENTATI		ED GO\	/ERNMENT	32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
32e. MAILING ADDRESS	S OF AUT	HORIZ	ED GOVERNMENT REPRESENTATIV	E		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
									ı		
33. SHIP NUMBER		34. VO	UCHER NUMBER	35. AMOUNT VERIF CORRECT FO		36.	PAYMENT	PARTIAL	FINAL	r. CHECK	NUMBER
PARTIAL 38. S/R ACCOUNT NUMI	FINAL BER	3	9. S/R VOUCHER NUMBER	40. PAID BY				<u> </u>			
			RECT AND PROPER FOR PAYMENT	41c. DATE	42a. RECE	IVED BY	(Print)				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c				42b. RECE	IVED AT	(Location)					
					42c. DATE	REC'D /	YY/MM/DD)	42d. TOTAL CONTAIN	IERS		
						(

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STANDARD FORM 1449 (REV 4/2002) BACK Prescribed by GSA FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

GENERAL INFORMATION

MAINTENANCE AND REPAIR ON EMERGENCY LIGHTING SYSTEMS WITHIN THE 280TH BASE SUPPORT BATTALION, SCHWEINFURT IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT (PWS)IN ATTACHMENT I (8 PAGES ENGLISH VERSION, 8 PAGES GERMAN VERSION).

1. PERFORMANCE PERIOD:

Basic Period: 01 June 2005 - 31 May 2006 CLINS 0001 through 0006AB

1st Option Year: 01 June 2006 - 31 May 2007

CLINS 1001 through 1006AB

2nd Option Year: 01 June 2007 - 31 May 2008

CLINS 2001 through 2006AB

2. TYPE OF CONTRACT

The resulting contract will be a firm-fixed price Indefinite Delivery Type (IDT)- Requirements contract.

The contractor shall be required to commence work ordered under the IDT SLINS within three (3) calendar days after the date the contractor receives the delivery order or the oral call.

Quantities in the contract are only estimated and may not reach those given quantities. Reimbursement shall be made only for those services actually performed.

3. NOTICE TO OFFERORS

The contractor shall provide personnel which have special experience with maintenance and repair work on Emergency Lighting Systems. Therefore a training certificate from Praezisa & CEAG shall be submitted to the Regional Contracting Office (RCO) with the offer.

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ITEM NO 0001	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT				
	Emergency Light Systems	S	_						
	Standard maintenance of I Attachment 1, Paragraph 3 PURCHASE REQUEST 1	5.1.1.							
				NET AMT	_				
FOB	: Destination								
ITEM NO 0001AA	SUPPLIES/SERVICES	QUANTITY 600	UNIT Service	UNIT PRICE	AMOUNT				
	Emergency Light Systems FFP								
	Standard Maintenance per Emergency Light System at Ledward Barracks, Schweinfurt (consisting of 150 each Emergency Light Systems). PURCHASE REQUEST NUMBER: WK4RV6-4293-2005								
	PURCHASE REQUEST	NUMBER: WK4F	(V 0-4293-2003)					
	PURCHASE REQUEST	NUMBER: WK4F	X V 0-4293-2003	,					

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ITEM NO 0001AB	SUPPLIES/SERVICES	QUANTITY 1,200	UNIT Service	UNIT PRICE	AMOUNT					
	Emergency Light Systems FFP		_							
	Standard Maintenance per Emergency Light System at Conn Barracks, Schweinfurt (consisting of 300 each Emergency Light Systems). PURCHASE REQUEST NUMBER: WK4RV6-4293-2005									
				NET AMT						
FOB	: Destination									
ITEM NO 0001AC	SUPPLIES/SERVICES	QUANTITY 80	UNIT Service	UNIT PRICE	AMOUNT					
	Emergency Light Systems FFP	Emergency Light Systems								
	Standard Maintenance per Emergency Light System at Askren Manors, Schools, Kindergarten, Youth Center, Schweinfurt (consisting of 20 each Emergency Light									
		Systems). PURCHASE REQUEST NUMBER: WK4RV6-4293-2005								

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ITEM NO 0001AD	SUPPLIES/SERVICES	QUANTITY 80	UNIT Service	UNIT PRICE	AMOUNT					
	Emergency Light Systems FFP			. C. P.I.						
	Massbach (consisting of 20	Standard Maintenance per Emergency Light System at Outpost Camp Robertson, Massbach (consisting of 20 each Emergency Light Systems). PURCHASE REQUEST NUMBER: WK4RV6-4293-2005								
				NET AMT						
FOB	: Destination									
ITEM NO 0001AE	SUPPLIES/SERVICES	QUANTITY 160	UNIT Service	UNIT PRICE	AMOUNT					
	Emergency Light Systems FFP	- · · · ·								
	Standard Maintenance per Emergency Light System at Kessler Field, Schweinfurt (consisting of 40 each Emergency Light Systems). PURCHASE REQUEST NUMBER: WK4RV6-4293-2005									
				NET AMT						

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ITEM NO 0001AF	SUPPLIES/SERVICES	QUANTITY 28	UNIT Service	UNIT PRICE	AMOUNT				
	Emergency Light Systems FFP		_						
	Standard Maintenance per (consisting of 7 each Emer PURCHASE REQUEST N								
				NET AMT					
FOB	: Destination								
ITEM NO 0001AG	SUPPLIES/SERVICES	QUANTITY 40	UNIT Service	UNIT PRICE	AMOUNT				
	Emergency Light Systems FFP	Emergency Light Systems FFP							
	Standard Maintenance per Emergency Light System at Outpost Bad Kissingen, School, Youth Center (consisting of 10 each Emergency Light Systems). PURCHASE REQUEST NUMBER: WK4RV6-4293-2005								
				NET AMT					

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ITEM NO 0002	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT				
	Emergency Light Systems FFP Standard maintenance of E Buildings, in accordance w PURCHASE REQUEST N	ith Attachment 1	, Paragraph 5.1	.1.					
				NET AMT					
FOB	: Destination								
ITEM NO 0002AA	SUPPLIES/SERVICES	QUANTITY 920	UNIT Service	UNIT PRICE	AMOUNT				
	Emergency Light Systems FFP Standard Maintenance per Emergency Light System at Askren Manors, Schweinfurt (consisting of 230 each Emergency Light Systems). PURCHASE REQUEST NUMBER: WK4RV6-4293-2005								
				NET AMT					

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ITEM NO 0002AB	SUPPLIES/SERVICES	QUANTITY 400	UNIT Service	UNIT PRICE	AMOUNT						
	Emergency Light Systems FFP										
	Daley Village (consisting	Standard Maintenance per Emergency Light System at Outpost Bad Kissingen, Daley Village (consisting of 100 each Emergency Light Systems). PURCHASE REQUEST NUMBER: WK4RV6-4293-2005									
				NET AMT							
FOB	: Destination										
ITEM NO 0003	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0003	Emergency Light Systems FFP										
	Yearly maintenance of Emergency Light Systems, in accordance with Attachment 1, Paragraph 5.1.2. PURCHASE REQUEST NUMBER: WK4RV6-4293-2005										
				NET AMT							

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ITEM NO 0003AA	SUPPLIES/SERVICES	QUANTITY 150	UNIT Service	UNIT PRICE	AMOUNT					
	Emergency Light Systems FFP		_	·						
	Yearly Maintenance per Er Schweinfurt (consisting of	Yearly Maintenance per Emergency Light System at Ledward Barracks, Schweinfurt (consisting of 150 each Emergency Light Systems). PURCHASE REQUEST NUMBER: WK4RV6-4293-2005								
				NET AMT						
				NET AWI						
FOB	: Destination									
ITEM NO 0003AB	SUPPLIES/SERVICES	QUANTITY 300	UNIT Service	UNIT PRICE	AMOUNT					
	Emergency Light Systems FFP		_							
	Yearly Maintenance per Er (consisting of 300 each Em	Yearly Maintenance per Emergency Light System at Conn Barracks, Schweinfurt (consisting of 300 each Emergency Light Systems). PURCHASE REQUEST NUMBER: WK4RV6-4293-2005								
				NET AMT						

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ITEM NO 0003AC	SUPPLIES/SERVICES	QUANTITY 20	UNIT Service	UNIT PRICE	AMOUNT				
	Emergency Light Systems FFP								
	Yearly Maintenance per E Kindergarten, Youth Cente Systems). PURCHASE REQUEST N	er, Schweinfurt (c	consisting of 20	each Emergency Light					
				NET AMT					
FOB	: Destination								
ITEM NO 0003AD	SUPPLIES/SERVICES	QUANTITY 20	UNIT Service	UNIT PRICE	AMOUNT				
0003712	Emergency Light Systems FFP		Service _						
	Yearly Maintenance per Emergency Light System at Outpost Camp Robertson, Massbach (consisting of 20 each Emergency Light Systems). PURCHASE REQUEST NUMBER: WK4RV6-4293-2005								
				NET AMT					

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ITEM NO 0003AE	SUPPLIES/SERVICES	QUANTITY 40	UNIT Service	UNIT PRICE	AMOUNT				
	Emergency Light Systems FFP								
	Yearly Maintenance per En (consisting of 40 each Eme PURCHASE REQUEST N								
				NET AMT					
FOB	: Destination								
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT				
0003AF	Emergency Light Systems FFP	7	Service _						
	Yearly Maintenance per Emergency Light System at Outpost Pfaendhausen (consisting of 7 each Emergency Light Systems). PURCHASE REQUEST NUMBER: WK4RV6-4293-2005								
				NET AMT					

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ITEM NO 0003AG	SUPPLIES/SERVICES	QUANTITY 10	UNIT Service	UNIT PRICE	AMOUNT					
	Emergency Light Systems FFP	;								
	Yearly Maintenance per E School, Youth Center (con PURCHASE REQUEST)	nsisting of 10 each	Light Systems).							
				NET AND						
				NET AMT						
FOB	: Destination									
ITEM NO 0004	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT					
	Emergency Light Systems FFP									
	Yearly maintenance of En Buildings, in accordance	Yearly maintenance of Emergency Light Systems in Army Family Housing Buildings, in accordance with Attachment 1, Paragraph 5.1.2. PURCHASE REQUEST NUMBER: WK4RV6-4293-2005								
				NET AMT						

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ITEM NO 0004AA	SUPPLIES/SERVICES	QUANTITY 230	UNIT Service	UNIT PRICE	AMOUNT
	Emergency Light Systems FFP		_		
	Yearly Maintenance per En (consisting of 230 each En PURCHASE REQUEST N	nergency Light Sy	ystems).		
				NET AMT	
FOB	: Destination				
ALLEY AND				VI VII DDVG	
ITEM NO 0004AB	SUPPLIES/SERVICES	QUANTITY 100	UNIT Service	UNIT PRICE	AMOUNT
	Emergency Light Systems FFP				
	Yearly Maintenance per En Daley Village (consisting of PURCHASE REQUEST N	of 100 each Emer	gency Light Sy	stems).	
				NET AMT	

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AMOUNT

0005	Emergency Light Systems FFP Repair Work of Emergency PURCHASE REQUEST N		_ V6-4293-2005		
				NET AMT	
	Exhibit A 3: Destination				
work NOT	calls are authorized in according days after receipt of call. TE: Clin 0005AA - 0005AB armed will be paid for.				-
ITEM NO 0005AA	SUPPLIES/SERVICES Emergency Light Systems FFP Estimated labor hours for r with Attachment # 1, Parag PURCHASE REQUEST N	graph 5.2.			AMOUNT
				NET AMT	
FOE	3: Destination				

UNIT

UNIT PRICE

ITEM NO SUPPLIES/SERVICES

QUANTITY

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ITEM NO 0005AB	SUPPLIES/SERVICES	QUANTITY 1	UNIT Part(s)	UNIT PRICE Euro54,400.00	AMOUNT Euro54,400.00					
	Emergency Light Systems	3	_	,	, ,					
	Estimated amount of for spare parts in accordance wiith Attachment # 1, Paragraph 5.2.									
	PURCHASE REQUEST 1	NUMBER: WK4R	RV6-4293-2005	5						
				NET AMT						
FOB	: Destination									
100	. Destination									
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT					
0006	SOTT EILS/SERVICES	QOZHVIII	01111	CIVITIMEL	THMOOTH					
	Emergency Light Systems FFP	3								
	Repair Work of Emergency Light Systems in Army Family Housing Buildings in accordance with Attachment # 1, paragraph 5.2 PURCHASE REQUEST NUMBER: WK4RV6-4293-2005									
				NET AMT						

See Exhibit B

FOB: Destination

Oral calls are authorized in accordance with Clause WBG-216-4002. The contractor must start working within (3) working days after receipt of call.

NOTE: Clin 0006AA - 0006AB are only estimated. Only spare parts actually used and working hours actually performed will be paid for.

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ITEM NO 0006AA	SUPPLIES/SERVICES	QUANTITY 100	UNIT Hours	UNIT PRICE	AMOUNT			
	Emergency Light Systems FFP		_					
	Estimated labor hours for r with Attachment # 1, Parag PURCHASE REQUEST N	graph 5.2.						
				NET AMT				
FOB	Destination							
ITEM NO 0006AB	SUPPLIES/SERVICES	QUANTITY 1	UNIT Part(s)	UNIT PRICE Euro10,000.00	AMOUNT Euro10,000.00			
	Emergency Light Systems FFP							
	Estimated amount of for spare parts in accordance wiith Attachment # 1, Paragraph 5.2.							
	PURCHASE REQUEST N	NUMBER: WK4R	CV6-4293-2005	;				
				NET AMT				

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11EM NO 1001	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
OPTION	Emergency Light Systems		_	I	
	FFP		Z4 :		
	Standard maintenance of E Attachment 1, Paragraph 5		Systems, in acc	ordance with	
				NICT AND	
				NET AMT	
FOR	: Destination				
TOD	. Desimation				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA OPTION	Emergency Light Systems	600	Service _		
	FFP				
	Standard Maintenance per Schweinfurt (consisting of				
	Senwennen (Consisting of	Too twen zameng.	mey Eight Syst	· · · · · · · · · · · · · · · · · · ·	
				NET AND	
				NET AMT	
FOR	: Destination				
100	. Destination				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB OPTION	Emergency Light Systems	1,200	Service _		
	FFP	T	g	T	
	Standard Maintenance per Schweinfurt (consisting of	Emergency Light 300 each Emerge	System at Con ency Light Syst	in Barracks, ems).	
	(11 11 11 12 12 12	6	<i>y </i>	,	
				NIET AMT	
				NET AMT	

FOB: Destination

ITEM NO 1001AC	SUPPLIES/SERVICES	QUANTITY 80	UNIT Service	UNIT PRICE	AMOUNT
OPTION	Emergency Light Systems FFP		_		
	Standard Maintenance per Kindergarten, Youth Cent Systems).				
				NET AMT	
FOB	: Destination				
ITEM NO 1001AD	SUPPLIES/SERVICES	QUANTITY 80	UNIT Service	UNIT PRICE	AMOUNT
OPTION	Emergency Light Systems		-		
	Standard Maintenance per Massbach (consisting of 2				
				NICT AND	
				NET AMT	

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TTEM NO 1001AE	SUPPLIES/SERVICES	QUANTITY 160	UNIT Service	UNIT PRICE	AMOUNT			
OPTION	Emergency Light Systems		-	·				
	FFP Standard Maintenance per (consisting of 40 each Eme			sler Field, Schweinfurt				
				NET AMT				
FOB	: Destination							
ITEM NO 1001AF	SUPPLIES/SERVICES	QUANTITY 28	UNIT Service	UNIT PRICE	AMOUNT			
OPTION	Emergency Light Systems FFP Standard Maintenance per Emergency Light System at Outpost Pfaendhausen (consisting of 7 each Emergency Light Systems).							
				NET AMT				
FOB	: Destination							
ITEM NO 1001AG OPTION	SUPPLIES/SERVICES Emergency Light Systems	QUANTITY 40	UNIT Service	UNIT PRICE	AMOUNT			
	FFP Standard Maintenance per School, Youth Center (con							
				NET AMT				

FOB: Destination

ITEM NO 1002	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT		
OPTION	Emergency Light Systems FFP						
	Standard maintenance of E Buildings, in accordance w						
				NET AMT			
FOB	: Destination						
ITEM NO 1002AA	SUPPLIES/SERVICES	QUANTITY 920	UNIT Service	UNIT PRICE	AMOUNT		
OPTION	Emergency Light Systems FFP						
	Standard Maintenance per Schweinfurt (consisting of						
				NET AMT			

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TTEM NO 1002AB	SUPPLIES/SERVICES	QUANTITY 400	UNIT Service	UNIT PRICE	AMOUNT				
OPTION	Emergency Light Systems		_	<u> </u>					
	FFP Standard Maintenance per Emergency Light System at Outpost Bad Kissingen, Daley Village (consisting of 100 each Emergency Light Systems).								
				NET AMT					
FOB	: Destination								
ITEM NO 1003	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT				
OPTION	Emergency Light Systems FFP Yearly maintenance of Emergency Light Systems, in accordance with Attachment 1, Paragraph 5.1.2.								
				NET AMT					
FOB	: Destination								
ITEM NO 1003AA OPTION	SUPPLIES/SERVICES Emergency Light Systems FFP	QUANTITY 150	UNIT Service	UNIT PRICE	AMOUNT				
	Yearly Maintenance per En Schweinfurt (consisting of								
				NET AMT					

FOB: Destination

ITEM NO 1003AB OPTION	SUPPLIES/SERVICES Emergency Light Systems	QUANTITY 300	UNIT Service	UNIT PRICE	AMOUNT
OI HOIV	Emergency Light Systems FFP				
	Yearly Maintenance per Er (consisting of 300 each Em			n Barracks, Schweinfurt	
				NET AMT	
FOB	Destination				
ITEM NO 1003AC	SUPPLIES/SERVICES	QUANTITY 20	UNIT Service	UNIT PRICE	AMOUNT
OPTION	Emergency Light Systems				
	FFP Yearly Maintenance per Er Kindergarten, Youth Cente Systems).				
				NET AMT	

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TTEM NO 1003AD	SUPPLIES/SERVICES	QUANTITY 20	UNIT Service	UNIT PRICE	AMOUNT				
OPTION	Emergency Light Systems		_						
	FFP Yearly Maintenance per Emergency Light System at Outpost Camp Robertson, Massbach (consisting of 20 each Emergency Light Systems).								
				NET AMT					
FOB	: Destination								
ITEM NO 1003AE	SUPPLIES/SERVICES	QUANTITY 40	UNIT Service	UNIT PRICE	AMOUNT				
OPTION	Emergency Light Systems FFP Yearly Maintenance per Emergency Light System at Kessler Field, Schweinfurt (consisting of 40 each Emergency Light Systems).								
				NET AMT					
FOB	: Destination								
ITEM NO 1003AF OPTION	SUPPLIES/SERVICES Emergency Light Systems FFP	QUANTITY 7	UNIT Service	UNIT PRICE	AMOUNT				
	Yearly Maintenance per E (consisting of 7 each Emer			ost Pfaendhausen					
				NET AMT					

FOB: Destination

ITEM NO 1003AG	SUPPLIES/SERVICES	QUANTITY 10	UNIT Service	UNIT PRICE	AMOUNT			
OPTION	Emergency Light Systems FFP							
	Yearly Maintenance per E. School, Youth Center (con							
	School, Touth Center (con	isisting of 10 each	Emergency L	agnt Systems).				
				NET AMT				
FOB	: Destination							
ITEM NO 1004	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT			
OPTION	Emergency Light Systems							
	FFP Yearly maintenance of Emergency Light Systems in Army Family Housing							
	Buildings, in accordance w							
				NET AMT				

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ITEM NO 1004AA	SUPPLIES/SERVICES	QUANTITY 230	UNIT Service	UNIT PRICE	AMOUNT		
OPTION	Emergency Light Systems FFP		-	·			
	Yearly Maintenance per En (consisting of 230 each Em			en Manors, Schweinfurt			
				NET AMT			
FOB:	Destination						
ITEM NO 1004AB	SUPPLIES/SERVICES	QUANTITY 100	UNIT Service	UNIT PRICE	AMOUNT		
OPTION	Emergency Light Systems FFP Yearly Maintenance per Emergency Light System at Outpost Bad Kissingen, Daley Village (consisting of 100 each Emergency Light Systems).						
				NET AMT			
FOB:	Destination						
ITEM NO 1005	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT		
OPTION	Emergency Light Systems FFP Repair Work of Emergency	Light Systems	-	•			
				NET AMT			

See	$\mathbf{F}\mathbf{v}^{\dagger}$	hil	hit	\boldsymbol{C}
\mathcal{S}^{CC}	LA.	ш	υπ	$\overline{}$

FOB: Destination

Oral calls are authorized in accordance with Clause WBG-216-4002. The contractor must start working within (3) working days after receipt of call.

NOTE: Clin 1005AA - 1005AB are only estimated. Only spare parts actually used and working hours actually performed will be paid for.

UNIT PRICE	UNIT Hours	QUANTITY 500	SUPPLIES/SERVICES	ITEM NO 1005AA
		3		OPTION
ng hours in accordance	g regular wor		Estimated labor hours for	
NET AMT				
			: Destination	FOB
UNIT PRICE Euro55,788.00	UNIT Part(s)	QUANTITY 1	SUPPLIES/SERVICES	ITEM NO 1005AB
	(-)	3		OPTION
achment # 1, Paragraph	dance wiith A	pare parts in acco		
	NET AMT UNIT PRICE Euro55,788.00	Hours In gregular working hours in accordance NET AMT UNIT UNIT PRICE Part(s) Euro55,788.00	repair work during regular working hours in accordance agraph 5.2. NET AMT QUANTITY UNIT UNIT PRICE 1 Part(s) Euro55,788.00	Emergency Light Systems FFP Estimated labor hours for repair work during regular working hours in accordance with Attachment # 1, Paragraph 5.2. NET AMT SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE 1 Part(s) Euro55,788.00 Emergency Light Systems FFP Estimated amount of for spare parts in accordance wiith Attachment # 1, Paragraph

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
PTION	Emergency Light Systems FFP	T. 1. G	- -	и . р.н	
	Repair Work of Emergency accordance with Attachmen			y Housing Buildings in	
				NET AMT	
See F	xhibit D				
	: Destination				
	calls are authorized in accord ng days after receipt of call.	ance with Clause	WBG-216-40	02. The contractor mus	t start working within (3)
	E: Clin 1006AA - 1006AB armed will be paid for.	re only estimated	l. Only spare p	parts actually used and w	orking hours actually
TEM NO 006AA	SUPPLIES/SERVICES	QUANTITY 100	UNIT Hours	UNIT PRICE	AMOUNT
PTION	Emergency Light Systems FFP	100	-		
	Estimated labor hours for rewith Attachment # 1, Parag		g regular work	ing hours in accordance	
				NET AMT	

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ITEM NO 1006AB	SUPPLIES/SERVICES	QUANTITY 1	UNIT Part(s)	UNIT PRICE Euro10,500.00	AMOUNT Euro10,500.00			
OPTION	Emergency Light Systems FFP			,	· · · · · · · · · · · · · · · · · · ·			
	Estimated amount of for sp 5.2.	pare parts in accor	dance wiith A	ttachment # 1, Paragraph				
				NET AMT				
FOB	: Destination							
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT			
2001 OPTION	Emergency Light Systems							
	FFP Standard maintenance of Emergency Light Systems, in accordance with Attachment 1, Paragraph 5.1.1.							
				NET AMT				

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ITEM NO 2001AA	SUPPLIES/SERVICES	QUANTITY 600	UNIT Service	UNIT PRICE	AMOUNT
OPTION	Emergency Light Systems FFP		_	·	
	Standard Maintenance per Schweinfurt (consisting of				
				NET AMT	
FOB	: Destination				
ITEM NO 2001AB	SUPPLIES/SERVICES	QUANTITY 1,200	UNIT Service	UNIT PRICE	AMOUNT
OPTION	Emergency Light Systems FFP			,	
	Standard Maintenance per Schweinfurt (consisting of				
				NET AMT	

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ITEM NO 2001AC	SUPPLIES/SERVICES	QUANTITY 80	UNIT Service	UNIT PRICE	AMOUNT
OPTION	Emergency Light Systems	i.	_		
	Standard Maintenance per Kindergarten, Youth Cent Systems).				
				NET AMT	
FOB	: Destination				
ITEM NO 2001AD	SUPPLIES/SERVICES	QUANTITY 80	UNIT Service	UNIT PRICE	AMOUNT
OPTION	Emergency Light Systems		_		
	Standard Maintenance per Massbach (consisting of 2				
				NET AMT	

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TEM NO 2001AE	SUPPLIES/SERVICES	QUANTITY 160	UNIT Service _	UNIT PRICE	AMOUNT
OPTION	Emergency Light Systems FFP				
	Standard Maintenance per (consisting of 40 each Eme			sler Field, Schweinfurt	
				NET AMT	
FOB	: Destination				
TEM NO	SUPPLIES/SERVICES	QUANTITY 28	UNIT Service	UNIT PRICE	AMOUNT
OPTION	Emergency Light Systems FFP	20		l	
	Standard Maintenance per (consisting of 7 each Emer			post Pfaendhausen	
				NET AMT	
FOB	: Destination				
TEM NO 2001AG	SUPPLIES/SERVICES	QUANTITY 40	UNIT Service	UNIT PRICE	AMOUNT
OPTION	Emergency Light Systems FFP		_	1	
	Standard Maintenance per School, Youth Center (con				
				NET AMT	

FOB: Destination

ITEM NO 2002	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT			
OPTION	FFP Standard maintenance of E	Emergency Light Systems FFP Standard maintenance of Emergency Light Systems in Army Family Housing Buildings, in accordance with Attachment 1, Paragraph 5.1.1.						
				NET AMT				
FOB	: Destination							
ITEM NO 2002AA OPTION	SUPPLIES/SERVICES Emergency Light Systems FFP Standard Maintenance per	Emergency Light			AMOUNT			
	Schweinfurt (consisting of	230 each Emerge	ency Light Sys	stems). NET AMT				

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ITEM NO 2002AB	SUPPLIES/SERVICES	QUANTITY 400	UNIT Service	UNIT PRICE	AMOUNT					
OPTION	Emergency Light Systems FFP		_							
	Standard Maintenance per	Standard Maintenance per Emergency Light System at Outpost Bad Kissingen, Daley Village (consisting of 100 each Emergency Light Systems).								
				NET AMT						
FOB	: Destination									
ITEM NO 2003	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT					
OPTION	Emergency Light Systems		_	 						
	FFP Yearly maintenance of Em 1, Paragraph 5.1.2.	ergency Light Sy	stems, in accord	dance with Attachment						
				NET AMT						
FOB	: Destination									
ITEM NO 2003AA	SUPPLIES/SERVICES	QUANTITY 150	UNIT Service	UNIT PRICE	AMOUNT					
OPTION	Emergency Light Systems FFP			 						
	Yearly Maintenance per En Schweinfurt (consisting of									
				NET AMT						

FOB: Destination

ITEM NO 2003AB OPTION	SUPPLIES/SERVICES Emergency Light Systems FFP	QUANTITY 300	UNIT Service	UNIT PRICE	AMOUNT
	Yearly Maintenance per En (consisting of 300 each Em			Barracks, Schweinfurt	
				NET AMT	
FOB	Destination				
ITEM NO 2003AC OPTION	SUPPLIES/SERVICES Emergency Light Systems FFP	QUANTITY 20	UNIT Service	UNIT PRICE	AMOUNT
	Yearly Maintenance per En Kindergarten, Youth Cente Systems).				
				NET AMT	

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TEM NO 2003AD	SUPPLIES/SERVICES	QUANTITY 20	UNIT Service	UNIT PRICE	AMOUNT				
OPTION	Emergency Light Systems		_	·					
	FFP Yearly Maintenance per Emergency Light System at Outpost Camp Robertson, Massbach (consisting of 20 each Emergency Light Systems).								
				NET AMT					
FOB	: Destination								
TEM NO	SUPPLIES/SERVICES	QUANTITY 40	UNIT Service	UNIT PRICE	AMOUNT				
OPTION	Emergency Light Systems FFP								
	Yearly Maintenance per En (consisting of 40 each Eme			er Field, Schweinfurt					
				NET AMT					
FOB	: Destination								
TEM NO	SUPPLIES/SERVICES	QUANTITY 7	UNIT Service	UNIT PRICE	AMOUNT				
OPTION	Emergency Light Systems FFP	·	_						
	Yearly Maintenance per En (consisting of 7 each Emer			st Pfaendhausen					
				NET AMT					

FOB: Destination

ITEM NO 2003AG	SUPPLIES/SERVICES	QUANTITY 10	UNIT Service	UNIT PRICE	AMOUNT
OPTION	Emergency Light Systems				
	FFP Yearly Maintenance per En	mergency Light S	ystem at Outp	oost Bad Kissingen,	
	School, Youth Center (con				
				NET AMT	
				1(2111)11	
FOB	: Destination				
102	. Desimation				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Emergency Light Systems				
	FFP				
	Yearly maintenance of Em Buildings, in accordance w				
	bundings, in accordance w	in Attachment 1	, raragrapii 3.	1.2.	
				NET AMT	

FOB: Destination

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TEM NO 2004AA	SUPPLIES/SERVICES	QUANTITY 230	UNIT Service	UNIT PRICE	AMOUNT
OPTION	Emergency Light Systems FFP Yearly Maintenance per En (consisting of 230 each En			en Manors, Schweinfurt	
				NET AMT	
FOB	: Destination				
TEM NO 2004AB OPTION	SUPPLIES/SERVICES Emergency Light Systems FFP	QUANTITY 100	UNIT Service _	UNIT PRICE	AMOUNT
	Yearly Maintenance per En Daley Village (consisting of				
				NET AMT	
FOB	: Destination				
TEM NO 2005 OPTION	SUPPLIES/SERVICES Emergency Light Systems FFP	QUANTITY	UNIT -	UNIT PRICE	AMOUNT
	Repair Work of Emergency	y Light Systems			
				NET AMT	

	See	Ex	hi	bit	Е
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FOB: Destination

FOB: Destination

Oral calls are authorized in accordance with Clause WBG-216-4002. The contractor must start working within (3) working days after receipt of call.

NOTE: Clin 2005AA - 2005AB are only estimated. Only spare parts actually used and working hours actually performed will be paid for.

ITEM NO 2005AA	SUPPLIES/SERVICES	QUANTITY 500	UNIT Hours	UNIT PRICE	AMOUNT
OPTION	Emergency Light Systems FFP		_		
	Estimated labor hours for a with Attachment # 1, Parag		g regular worki	ng hours in accordance	
				NET AMT	
FOB	: Destination				
ITEM NO 2005AB	SUPPLIES/SERVICES	QUANTITY	UNIT Part(s)	UNIT PRICE Euro56,900.00	AMOUNT Euro56,900.00
OPTION	Emergency Light Systems FFP	1	1 at ((s)	Euro30,900.00	Euro30,900.00
	Estimated amount of for sp 5.2.	pare parts in accor	dance wiith At	tachment # 1, Paragraph	
				NET AMT	

ITEM NO 2006	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT		
OPTION	Emergency Light Systems FFP		•				
	Repair Work of Emergency Light Systems in Army Family Housing Buildings in accordance with Attachment # 1, paragraph 5.2						
				NET AMT			
	xhibit F : Destination						
	calls are authorized in according days after receipt of call.	ance with Clause	WBG-216-40	002. The contractor must	start working within (3)		
	E: Clin 2006AA - 2006AB armed will be paid for.	re only estimated	. Only spare	parts actually used and wo	orking hours actually		
TEM NO	SUPPLIES/SERVICES	QUANTITY 100	UNIT Hours	UNIT PRICE	AMOUNT		
OPTION	Emergency Light Systems FFP		•				
	Estimated labor hours for rewith Attachment # 1, Parag		g regular work	ing hours in accordance			
				NET AMT			

FOB: Destination

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ITEM NO 2006AB	SUPPLIES/SERVICES	QUANTITY 1	UNIT Part(s)	UNIT PRICE Euro10,710.00	AMOUNT Euro10,710.00
OPTION	Emergency Light Systems FFP				
	Estimated amount of for sp 5.2.	pare parts in accor	dance wiith A	ttachment # 1, Paragraph	
				NET AMT	

FOB: Destination

ADDENDA

ADDENDUM to Block 18b of the Standard Form (SF) 1449:

Invoices shall be submitted to the address shown in Block # 15 of the SF1449.

ADDENDUM to FAR 52.212-1:

Para (a) (on small business size and identification). This does not apply to this solicitation

Para (c) Period for Acceptance of Offers is changed to read: The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

Para (h) Multiple Award. This is amended as to state that only one (1) award will be made from this solicitation.

Para (i) Availability of Requirements document cited in the solicitation. This paragraph does not apply to this solicitation.

ADDENDUM to FAR 52.212-2:

ALL OR NONE AWARD: Only one contract will be awarded from this solicitation. Award will be on an "ALL OR NONE" basis. Offers for less than all of the solicited work will be rejected as nonconforming and unacceptable to the solicitation.

ADDENDUM to FAR 52.212-4:

Para (k) "Taxes" is replaced by DFAR 52.229-7000, entitled Invoices Exclusive of Taxes or Duties.

CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting	JUL 1995
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.212-1	Instructions to OfferorsCommercial Items	JAN 2004
52.212-4	Contract Terms and ConditionsCommercial Items	OCT 2003
52.217-5	Evaluation Of Options	JUL 1990
52.225-13	Restrictions on Certain Foreign Purchases	JAN 2004
52.225-14	Inconsistency Between English Version And Translation Of	FEB 2000
	Contract	
52.229-6	TaxesForeign Fixed-Price Contracts	JUN 2003
52.232-17	Interest	JUN 1996
52.242-13	Bankruptcy	JUL 1995
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: Price

Technical and past performance, when combined, are N/A.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004) ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.
- "Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

offeror's relationship with the Government (31 U.S.C. $7701(c)(3)$). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
(3) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(5) Common parent.
Offeror is not owned or controlled by a common parent;
Name and TIN of common parent:
Name
TIN
(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.
Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.
(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.
(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)
(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.
(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:
(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).
(Check one of the following):
Average Annual
Number of Employees Gross Revenues
50 or fewer \$1 million or less

51 - 100 \$1,000,001 - \$2 million
101 - 250 \$2,000,001 - \$3.5 million
251 - 500 \$3,500,001 - \$5 million
501 - 750 \$5,000,001 - \$10 million
751 - 1,000 \$10,000,001 - \$17 million
Over 1,000 Over \$17 million
(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)
(i) General. The offeror represents that either-
(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
(B) It () has, ()(has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:)
(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.] The offeror represents, as part of its offer, that
(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

Black American.
Hispanic American.
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.
(d) Certifications and representations required to implement provisions of Executive Order 11246
(1) Previous Contracts and Compliance. The offeror represents that
(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and
(ii) It () has, () has not, filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that
(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
(f) Buy American ActBalance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American ActBalance of Payments ProgramSupplies, is included in this solicitation.)
(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms `component,' `domestic end product,' `end product,' `foreign end product," and `United States' are defined in the clause of this solicitation entitled `Buy American ActSupplies."
(2) Foreign End Products:

Line Item No.:
Country of Origin:
(List as necessary)
(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(g)(1) Buy American ActFree Trade AgreementsIsraeli Trade ActBalance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American ActFree Trade AgreementsIsraeli Trade Act, is included in this solicitation.)
(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American ActFree Trade AgreementsIsraeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled `Buy American ActFree Trade AgreementsIsraeli Trade Act":
FTA Country or Israeli End Products
Line Item No.: Country of Origin:
(List as necessary)
(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph $(g)(1)(ii)$ of this provision) as defined in the clause of this solicitation entitled `Buy American ActFree Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
Other Foreign End Products
Line Item No.: Country of Origin:
(List as necessary)
(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) Buy American ActFree Trade AgreementsIsraeli Trade Act Certificate, Alternate I (JAn 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American ActFree Trade AgreementsIsraeli Trade Act":
Canadian End Products:
Line Item No.

(List as necessary)
(3) Buy American Act Free Trade AgreementsIsraeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component,' ``domestic end product,'' ``end product,'' ``foreign end product,'' and ``United States' are defined in the clause of this solicitation entitled ``Buy American ActFree Trade AgreementsIsraeli Trade Act.''
(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American ActFree Trade AgreementsIsraeli Trade Act":
Canadian or Israeli End Products:
Line Item No.
Country of Origin
(List as necessary)
(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.Smade, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."
(ii) The offeror shall list as other end products those end products that are not U.Smade, designated country, Caribbean Basin country, or FTA country end products.
Other End Products
Line Item No.: Country of Origin:
(List as necessary)
("') THE CO. (1) 1

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals
(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
(1) Listed end products.
Listed End Product
Listed Countries of Origin
(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)
() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
(End of provision)
52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR

EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2003)

- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:
- ____ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- <u>X</u> 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- X 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- _____ 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: N/A
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)(flow down required in accordance with paragraph (d) of FAR clause 52.247-64)., and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

Amendment to FAR 52.212-5:

- -for overseas actions not exceeding the simplified acquisition threshold the paragraphs (c), (d) and (e) do not apply.
- -for overseas actions exceeding the simplified acquisition threshold the paragraphs (c) and (e) do not apply.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery Type (IDT) – Fixed Unit Price -Requirments contract resulting from this solicitation.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract start date through contract expiration.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than EURO500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of EURO24,900.00;
- (2) Any order for a combination of items in excess of EURO24,900.00; or
- (3) A series of orders from the same ordering office within 30 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 Requirements. (OCT 1995) -- ALTERNATE I (APR 1984)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after expiration of the delivery order which may be issued until contract expiration.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor not later than 15 days prior to contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor not later than 15 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.
 (End of clause)

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the official U.S. Government Finance and Accounting Office Disbursing Rate in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures--
- (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
- (2) On the date specified for receipt of proposal revisions.

(End of provision)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 2005. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any

payment may arise for performance under this contract beyond September 2005, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Regional Contracting Office, shown in the "issued-by" block of this document.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov.far http://farsite.hil.af.mil http://www.dtic.mil/dfars

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

- (a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

- (a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
- (3) "Significant interest" means --
- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtness of a firm.
- (b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

- (1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.
- (b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (2) Representation.

The Offeror represents that it-

Does anticipate that supplies wil	l be transported by sea	a in the performance	of any contract	or subcontract
resulting from this solicitation.				

____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

__X_ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
X 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10.U.S.C. 2533a).
252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).
252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
252.225-7036 Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payment Program (JAN 2004) (Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
252.227-7015 Technical DataCommercial Items (NOV 1995) (10 U.S.C. 2320).
252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
X 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
X 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000).
X252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement

Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5),

or commercial components, awarded at any tier under this contract:

252.225-7012 Preference for Certain Domestic Commodities.

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.229-7001 TAX RELIEF (JUNE 1997) - ALTERNATE I (JUNE 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX:

(Offeror Insert)

RATE (PERCENTAGE):

(Offeror Insert)

the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items

- (b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.
- (c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.
- (d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein für abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled, and reported as tax-free.

(End of clause)

Certain Contractor-owned or controlled structures and containers located on U.S. Government installations are subject to short-notice inspections by CFE treaty verification teams. The Government will endeavor to provide the Contractor as much notice as possible in the event of such inspections. The contractor shall provide access to such structures and containers at the request of the Government and as soon as circumstances permit. The Contractor shall report such inspections to the Contracting Officer in writing within ten (10) calendar days of completion of the inspection. Contractor-owned or controlled structures and/or containers on U.S. installations may have to be inspected to comply with the CFE treaty even if Contractor personnel are unavailable to provide access. Any costs borne by the Contractor or any impact on contract performance as a result of the inspection will be a matter of negotiation between the Contractor and the Contracting Officer.

CCE-225-4001 (Revised 11 Dec 02) INSTALLATION ACCESS CONTROL

- (a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by German law to work in Germany. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.
- (b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.
- (c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.
- (d) AE 190-16 (and AE 190-16-G German translation) can be found on the following website: http://www.hq.usacce.army.mil/
- (e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

Organizational Sponsor: Norbert Moechel, Utilities Division, 280th BSB Schweinfurt

Location: DPW Compound

Building No: 252

DSN Phone No: 354-6201

Commercial Phone No: 09721-96-6201

Installation Access Control Office: 280th BSB Schweinfurt

Location: DPW Compound

Building No: 251

DSN Phone No: 354-6393

Commercial Phone No: 09721-96-6393

CCE-232-4003 CONTRACTOR PAYMENT PROCEDURES (COR)

(a) The Contractor shall submit one (1) original and five (5) copies of each invoice to the COR at the following address and is authorized payment upon submission of invoices.

280th BSB Schweinfurt DPW – Utilities Division Bldg. 252 Franz-Schubert-Str. 3 97421 Schweinfurt

(b) The COR will date and time stamp all invoices immediately upon their receipt, verify and certify that supplies or services had been provided in accordance with the terms and conditions of this contract, verify and certify correctly completed invoices and authorized payment, and forward the certified invoice to the disbursing finance office at:

DEFENSE FINANCE AND ACCOUNTING SERVICE KLEBER KASERNE, GEB. 3200 **ATTN LW** MANNHEIMERSTRASSE 218/219 67657 KAISERSLAUTERN

(c) If invoices/payment estimates are incorrect or incomplete (for reasons other than assessment of liquidated damages) COR will identify defects in handwriting on the invoices and return them to the Contractor for correction within 3 days after receipt. However, if the invoice is incorrect due to deficiencies in performance which can not be rectified through coordination with the contractor or subject to assessment of liquidated damages, the COR will forward the invoice together with inspection findings relative to delayed, defective, or unacceptable work or contractor performance to the Contracting Officer for action.

CCE-232-4005 FOREIGN VENDORS REQUESTING PAYMENT VIA ELECTRONIC FUNDS TRANSFER (OCTOBER 2003)

Foreign vendors requesting payment via Electronic Funds Transfer (EFT) shall provide the following information on their invoice at time of invoice submission. Only one EFT instruction per invoice is authorized.

SWIFT CODE BLZ or BANK ROUTING NUMBER ACCOUNT NUMBER BANK NAME

International Bank Account Number (IBAN) (If Applicable) --- IBAN is required for payments in Italy. IBAN applicability in Spain is anticipated in the near future. European countries are expected to be fully utilizing IBAN by the end of calendar year 2004.

Interested parties may file agency protests, in compliance with FAR 33.103(d), directly with the contracting officer or may request an independent review at a level above the contracting officer by the Independent Protest Review Official, U.S. Army Europe. Independent review is available as an alternative to consideration by the contracting officer of a protest or is available as an appeal of the contracting officer's decision on the protest.

Interested parties seeking review by the Independent Protest Review Official, should so state in the agency protest or appeal, and should file the protest/appeal with the contracting officer. In order to be considered, an appeal to the Independent Protest Review Official must be received by the contracting officer within 10 calendar days of the date on which the protester received the contracting officer's decision on the protest. (USACCE 19 July 1999)

WBG-204-4003 PERIOD OF CONTRACT

This contract is for a period of 12 months commencing 1 June 2005 through 31 May 2006, and (2) two option years, if exercised. This date is contingent upon award by 16 May 2005 unless waived in writing by the contracting parties. If award is made after that date and not waived, there will be a corresponding change in the contract period.

WBG-204-4006 ADMINISTRATIVE DATA FOR IDT-REQUIREMENT CONTRACTS

- (a) The accounting and appropriation data will be set forth on each individual delivery order issued against this contract.
- (b) The COR/POC shall forward one certified copy of the invoice to the Contract Administration Office at the following address. The contract shall be administered from this address.

Regional Contracting Office Wuerzburg Building 216, Faulenberg Kaserne Nuernberger Strasse 97076 Wuerzburg

Commercial Telephone: 0931-2970-0 Military Telephone: 351-4220

WBG-204-4007 LEGAL AMERICAN HOLIDAYS

Work shall NOT be performed on American holidays.

1. 1 January New Year's Day

3rd Monday in January
 3rd Monday in February
 Washington's Birthday

4. Last Monday in May5. 4th JulyMemorial DayIndependence Day

6. 1st Monday in September Labor Day

2nd Monday in October
 11 November
 4th Thursday in November
 25th December
 Columbus Day Veterans Day Thanksgiving Day Christmas Day

If U.S. holiday falls on a Saturday, then the official holiday is the preceding Friday. If U.S. holiday falls on a Sunday, then the official holiday is the following Monday.

WBG-204-4008 LEGAL GERMAN HOLIDAYS

Work shall NOT be performed on German holidays.

 New Years Day 	Neujahr
2. Three King's Day *	Drei Koenig
	(* Only in Baden Wuerttemberg and Bavaria)
3. Good Friday	Karfreitag
4. Easter Sunday	Ostersonntag
5. Easter Monday	Ostermontag
6. Labor Day	Maifeiertag
7. Ascension Day	Christi Himmelfahrt
8. White Sunday	Pfingsten

8. White Sunday Pfingsten
9. White Monday Pfingstmontag
10. Corpus Christi * Fronleichnam

(* Only in Baden-Wuerttemberg, Bavaria, Hessen,

Northrhine-Westphalia, Rhineland-Paltinate, and Saarland)

11. Feast of Peace * Friedensfest

(* Only in Augsburg)

12. Assumption Day * Maria Himmelfahrt

(* Only in Saarland and Roman Catholic areas of Bavaria)

13. Day of German Unity Tag der Deutschen Einheit

14. All Saints' Day * Allerheiligen

(* Only in Baden-Wuerttemberg, Bavaria, Northrhine-Westphalia,

Rhineland-Paltinate and Saarland)

15. Day of Repentance Buss und Bettag

(* Only in Sachsen)

16. 1st Christmas Day1. Weihnachtstag17. 2nd Christmas Day2. Weihnachtstag

WBG-211-4001 COMMENCEMENT OF WORK / TIME OF DELIVERY

The Contractor shall be required to commence work ordered under this contract within (3) working days after the date the contractor receives the delivery order or the oral call, if authorized in the schedule.

^{(*} Holidays marked with an asterisk are applicable only to the area(s) shown in brackets below each day marked so.)

Maintenance work must be completed within 90 calendar days and repair work must be completed with 30 calendar days.

WBG-216-4002 DELIVERY ORDER PROCEDURES

a. Any Contracting Officer, assigned to the Regional Contracting Office, or duly appointed Ordering Officers in the below named activity are authorized to issue delivery orders under this contract.

280th BSB – DPW Building and Grounds Division **Mr. Berthold Eberlein** Franz-Schubert-Str. 3, Geb. 251 97421 Schweinfurt

- b. Above authorities are authorized to place oral calls under this contract; such calls shall be confirmed in writing.
- c. It is normal practice, that confirming orders are picked up at least daily by contractor's personnel, if not, they will be mailed. Written orders are considered "issued" for purposes of this contract, at the time the Government deposits the order in the mail.
- d. All oral calls and confirming orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any oral calls or confirming orders.
- e. In placing an oral call, the person authorized to place a call will provide the contractor with, (1) the contract number, (2) the call number, (3) the date ordered, (4) the contract line item(s) being ordered, (5) quantities to be ordered, (6) desired delivery date, (7) point of contact, (8) applicable addresses, and (9) the amount of the order.
- f. The contractor is cautioned to establish a procedure to ensure that no services are rendered if such would exceed (1) the monetary amount shown on the delivery order or (2) the maximum quantities per order specified in clause "ORDER LIMITATIONS (FAR 52.216-19)".
- g. Modifications to individual delivery orders may be made only by a Contracting Officer or an Ordering Officer as stated in paragraph a above.

NOTE: All modifications to the basic contract shall be made only by a Contracting Officer of the issuing Contracting Office.

PWS

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LEISTUNGSVERZEICHNIS

fuer

Wartungs- und Reparaturarbeiten an Notlichtversorgungsanlagen 280th Base Support Battalion Schweinfurt

> DPW-Utilities Division Geb. #252 Franz-Schubert-Str. 3 97421 Schweinfurt Tel: 09721-96-6201 Fax: 09721-96-6964

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1. Allgemeine Beschreibung

Diese Ausschreibung beinhaltet die Standard- und jaehrliche Wartung von Notlichtversorgungsanlagen verschiedener Bauart und Hersteller im Bereich der 280th Base Suppport Battalion Schweinfurt.

2. Besondere Bedingungen

2.1 Der Auftragnehmer muss mindestens 3 Personen, die mit den mit den Wartungsarbeiten an Notlichtversorgungsanlagen vertraut ist, zur Verfuegung stellen. Der entsprechende Schulungsnachweis der 3 Personen ist beim RCO vorzulegen (je 1 Schulung bei Praezisa und 1 Schulung bei CEAG), die Schulungen sollen nicht laenger als ein Jahr zurueckliegen.

Um eine vorschriftsmaessige Wartung der Anlagen zu gewaehrleisten muss in jedem Vertragsjahr jede Wartungsperson mindestens eine Schulung beim Hersteller CEAG oder Praezisa oder RZB oder Varta oder Inotec und Gessler absolvieren. Das Schulungszertifikat ist bei DPW-Utilities vorzulegen.

- 2.2. Saemtliche technischen Daten der Anlagen sowie die Oertlichkeiten duerfen keinem Dritten weitergegeben werden.
- 2.3 Vom Personal des Auftragnehmers bzw. seiner Sub-Unternehmer verursachte Schaeden und Verunreinigungen an Einrichtungen der U.S. Armee sind vom Auftragnehmer sofort zu beheben.
- 2.4 Der Auftragnehmer ist auch verantwortlich fuer:
- erforderliche Kleinteile, wie Widerstaende, Kontaktfedern, Kondensatoren, o.ae.
- Leitern, Gerueste
- notwendige Hilfskraefte und Hilfsmittel
- alle benoetigten Geraete, Werkzeuge und Kontrollgeraete
- Schmierstoffe, destilliertes Wasser

auch wenn diese Erfordernisse in der nachfolgenden Arbeitsbeschreibung nicht besonders erwaehnt werden.

2.5 Mindestens 2 Wochen vor Beginn jeder Inspektion muss sich der Auftragnehmer unbedingt mit der Adresse auf dem Deckblatt zwecks Terminabsprache in Verbindung setzen.

Nach Beendigung jeder Inspektion sind die Ergebnisse in Form eines Pruefprotokolls festzuhalten. Die Pruefprotokolle sind am naechsten Arbeitstag bei DPW Utilities zur Unterschrift vorzulegen.

Waehrend der Inspektionen festgestellte Stoerungen und Schaeden sind in schriftlicher Form unmittelbar der Utilities Division mitzuteilen.

Arbeitszeit: Montag - Donnerstag, 07:30 - 16:00 Uhr, Freitag, 07:30 - 14:30 Uhr

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- 2.6 Angebote (Reparatur bzw. Stoerungsbehebung) sind sofort, aber nicht spaeter als 5 Arbeitstage schriftlich zu erstellen und bei DPW-Utilities vorzulegen.
- 2.7 Wichtige Reparaturen sind innerhalb von 24 Stunden (Mo-Fr) durchzufuehren.

3. Technische Vorschriften

Die folgenden Vorschriften und Richtlinien fuer diese Wartungsarbeiten muessen befolgt werden:

- a. VDE Vorschriften (VDE 0108, VDE 0100, Verband deutscher Elektrotechniker)
- b. Vorschriften des Anlagenherstellers
- c. Unfallverhuetungsvorschriften der Herstellerfirma
- d. Garantiebestimmungen der Herstellerfirma
- e. DIN 57108/VDE 0108/12/79

VDE 0108, 2.2.3.3.2, Begriffe VDE 0108, 5.3, Sicherheitsbeleuchtung mit Gruppenbatterie VDE 0108, 14.6, fuer Batterien VDE 0108, 14.11, Pruefbuecher

4. Technische Daten

Beschreibung eines Notlichtsystems

Die Notlichtanlagen bestehen aus folgenden Anlagenteilen:

- Batterien
- Masterplatine mit Ladeteil zur Umschaltung
- Sparschaltung: Lichtintensitaet ca. 40/60 %
- Wochenpruefautomatik
- 3-Phasenueberwachung
- Wechselrichter (Gleichspannung Wechselspannung)
- Leuchteneinschuebe
- Tableau mit Tastern und Kontrollanzeigen
- Voltmeter analog/digital

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- Amperemeter
- 1-25 angeschlossene Leuchten (bei Gruppenversorgungsgeraet)
- 1-80 angeschlossene Leuchten (bei Zentralversorgungsgeraet bzw. Zentralversorgungsanlage)

Zu allen Positionen mit Gruppenversorgungsgeraeten fuer Notbeleuchtung gehoeren maximal 20 Leuchten, Mantelleitung und Verteilerdosen.

Es sind folgende Typen von Notlichtanlagen eingebaut:

Einzelversorgungsgeraete Gruppenversorgungsgeraete Zentralversorgungsgeraete Fabrikat: CEAG, Praezisa, RZB, Varta, Inotec, Gessler

Aufteilung der Notlichtanlagen im Bereich der 280th BSB Schweinfurt:

ca. 79% sind Einzelversorgungsgeraete

ca. 19% sind Gruppenversorgungsgeraete

ca. 2% sind Zentralversorgungsgeraete

5. Arbeitsbeschreibung

<u>Wichtiger Hinweis:</u> Die Termine fuer die Notbeleuchtungspruefung in Raeumen, die dem Kunden/Bewohner zugaenglich sind, sind durch den Auftragnehmer (Contractor) eigenverantwortlich abzustimmen und verbindlich einzuhalten. Hierbei muss auf die besonderen Wuensche der Kunden/Bewohner Ruecksicht genommen werden. Dieses stellt eine zusaetzliche Erschwernis bei der Arbeitsdurchfuehrung dar.

Der Auftragnehmer muss mindestens dreimal versuchen einen Termin zur Notbeleuchtungspruefung zu vereinbaren. Dieses ist schriftlich durch ein Protokoll zu belegen. (Die Ausfuehrung des Protokolls ist mit dem COR abzustimmen. **Der Auftragnehmer muss waehrend der einzelnen Arbeitsdurchfuehrungen staendig ueber Handy erreichbar sein.** Alle Anlagen, die ueberprueft werden sollen, werden durch den COR in der jeweiligen Delivery Order festgelegt.

Jede Anlage ist vom Auftragnehmer in einem Pruefprotokoll zu bestaetigen. Die Form des Pruefprotokolls ist mit dem COR abzustimmen. Im Pruefprotokoll muessen folgende Daten erscheinen:

- Vertragsnummer
- Positionsnummer
- Gebaeudenummer

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- Nummer der Notbeleuchtungsanlage
- Anzahl der angeschlossenen Leuchten
- Typ bzw. Fabrikat der Notbeleuchtungsanlage
- Batterien, Stueckzahl, Baujahr

Neben dem Protokoll in Schriftform ist auch eine Datei in "Datei Format **Excel**" fuer Wartungslisten, Materiallisten, Stundenaufstellung zu erstellen und auf Diskette und als Ausdruck mit der Rechnung an den COR zu uebergeben.

Erstellen eines Wocheneinsatzplans fuer Wartungsarbeiten. Dieser ist eine Woche vor Arbeitsbeginn beim COR vorzulegen und genehmigen zu lassen.

Nur erfolgreich durchgefuehrte Notbeleuchtungsversorgungsgeraetepruefungen werden bezahlt.

5.1 Wartungen

5.1.1 Beschreibung der Standardwartung

Bei jeder Standartwartung sind folgende Arbeiten durchzufuehren:

- Ueberpruefung der zentralen Einrichtung und externen Tableaus auf einwandfreie elektrische und mechanische Funktion.
- Ueberpruefung der Stromversorgungsanlage auf den Ladungszustand der Batterie und auf einwandfreie Funktion der Ladegeraete, Batteriewasser ueberpruefen und ersetzen.
- Ueberpruefung aller Anlagenteile, die an dem Zentralgeraet angeschlossen sind (Signaluebermittler, Empfaenger, Schalter, Druckknoepfe, Beleuchtungskoerper und Verteiler) fuer einwandfreien elektrischen und mechanischen Betrieb.
- Die Pruefung aller an die zentrale Einrichtung angeschlossenen Signalgeraete (Summer, Wecker, Hupen, Sirenen, Lochfelder, Anzeigetableaus, usw.) auf einwandfreie elektrische und mechanische Funktion.
- Die Pruefung des Uebertragungsleitungsnetzes, Schnittstellen auf einwandfreie Beschaffenheit.
- Die Pruefung aller Kabelverbindungen und Klemmen auf einwandfreie Beschaffenheit.
- Die Beseitigung innerer, die Betriebssicherheit gefaehrdender Verunreinigungen der Anlage.
 - Schmieren bzw. Oelen aller mechanischen Anlagenteile mit Spezialoel.
 - Durchfuehrung einer Funktionspruefung der Anlage.

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- Ueberpruefung der Bestandsunterlagen (Pruefbuch, Lage, Lageplan der Leuchten, Zentralbeschreibung und Beschriftung der Leuchten und Leuchtenwandler. Falls diese nicht vorhanden sind, sind diese zu erstellen und zu liefern.
- Liefern von Montage- und Bedienungsanleitungen der Versorgungsgeraete (falls diese fehlen).
- Eintragung jeder Wartung in das Pruefbuch.
- Werden bei den einzelnen Inspektionen groessere Schaeden an der Anlage (Platinen, Batterien, o.ae.) festgestellt, so sind diese umgehend schriftlich der Utilities Division Schweinfurt mit zu melden, einschliesslich eines Loesungsvorschlags u. technischer Informationen. Ein unverbindlicher Kostenvoranschlag ist innerhalb 1 Woche einzureichen.
- Durchfuehrung eines kompletten Funktionstests jeder Anlage.
- Pruefung der Umschaltung von Netzbetrieb auf Notlichtbetrieb durch Betaetigen der Prueftaste und Abschaltung der Netzspannung.
- Pruefung der Batterien, Umschalteautomatik, Batterieladeautomatik, Wechselrichter, Leuchten, Leuchtmittel, Starter und Vorschaltgeraet.

Erstellung eines Wartungsprotokolles.

5.1.2 <u>Beschreibung der jaehrlichen Wartung</u>

<u>Hinweis:</u> Jaehrliche Wartung an den Gruppen- und Zentralbatterieanlagen muss von 2 Personen ausgefuehrt werden (1. Person Messungen an der Zentrale, 2. Person Leuchtenpruefung/-durchgang).

Durchfuehrung der Arbeiten wie in 5.1.1 beschrieben und zusaetzliche Arbeiten:

- Bei der jaehrlichen Wartung ist ein Betriebsdauertest durchzufuehren.
- Pruefung der Notlichtanlage bei Notlichtbetrieb auf Batterie bis zum Ansprechen der Zentrale "Tiefentladeschutzbatterie" mindestens 3 Stunden (siehe VDE 0108, 5.3).
- Pruefung der Leuchten (Leuchtmittel, Starter und Vorschaltgeraet).
- Pruefung der Batterieladeautomatik nach Ansprechen des Tiefentladeschutzes.
- Pruefung der Batterien nach Tiefentladung.

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5.2. Reparaturarbeiten

Vor Beginn der Arbeiten muss der Vertragsnehmer einen detaillierten Kostenvoranschlag schriftlich zur Genehmigung beim COR vorlegen, einschl. aller noetigen Materialien und Arbeitsstunden. Nach der Genehmigung der Reparaturarbeiten muss der Auftragnehmer mit den Arbeiten innerhalb von 2 Werktagen beginnen. Nach Abschluss der jeweiligen Arbeit ist ein Bericht in 3-facher Ausfertigung zu erstellen, in dem der beseitigte Fehler detailliert beschrieben wird, einschliesslich Arbeitszeit sowie Material. Durchfuehrung der Arbeiten in der Normalzeit: Montag – Donnerstag 07.30 – 16.00 Uhr, Freitag 07.30 – 14.30 Uhr.

Im Falle eines Notfalls (d.h. einer lebensgefaehrlichen Situation oder einer Situation die die Sicherheit einer Person gefaehrdet) muss der Unternehmer sofort den COR informieren.

Die geschaetzten Arbeitsstunden beinhalten die aufgewendete Zeit fuer Reparaturarbeiten und der Fehlersuche bis zur Beseitigung der Stoerung, sowie die Funktionspruefung nach der Reparatur.

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PERFORMANCE WORK STATEMENT

for

Maintenance and Repair Work on Emergency Lighting Systems 280th Base Support Battalion Schweinfurt

> DPW-Utilities Division Franz-Schubert-Str. 3 97421 Schweinfurt Tel: 09721-96-6201

Fax: 09721-96-6964

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1. General Description

This performance work statement includes the standard and yearly maintenance of emergency lighting supply systems of various makes and types in the area of 280th Base Support Battalion Schweinfurt.

2. Special Conditions

2.1 The contractor must provide at least three (3) individuals, who are familiar with maintenance and repair work on emergency lighting systems. Respective training certificates of the three (3) individuals shall be provided to the RCO (1 training ea. at Praezisa and 1 training ea. at CEAG), training should not be longer than one year ago.

To guarantee proper maintenance of the systems all maintenance personnel have to attend at least one training class per contract year at the manufacturer CAEG or Praezisa or RZB or Varta or Inotec or Gessler. Training certificate shall be provided to DPW-Utilities.

- 2.2 The technical data of the systems, as well as their locations and their intended purpose, are not to be given to third parties.
- 2.3 The contractor must eliminate immediately damage and contamination to the U.S. Army's installations caused by the contractor or his sub-contractors.
- 2.4 The contractor is also responsible for:
- ladders, scaffoldings
- necessary auxiliary personnel and equipment
- all required equipment, tools and control devices
- lubricants, distilled water

even if these requirements are not specifically mentioned in the following work description.

2.5 The contractor must contact the COR at least 2 weeks prior to each maintenance for coordination of appointments.

After completion of each maintenance the results shall be recorded in an inspection protocol. The inspection protocols shall be submitted to DPW-Utilities for signature on the next working day. Deficiencies and damages noted during maintenance work must be reported in writing to the Utilities Division immediately.

Working hours: Monday - Thursday, 0730 - 1600 hrs, Friday, 0730 - 1430 hrs

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2.6 Proposals (repair or elimination of malfunction) shall be submitted to DPW-Utilities in writing within 5 working days.

3. Technical Regulations

The following regulations and guidelines pertain to this maintenance work and must be complied with:

- a. VDE Regulations (VDE 0108, VDE 0100, Association of German Electricians)
- b. System manufacturer's regulations
- c. Manufacturer's accident prevention regulations
- d. Manufacturer's warranty regulations
- e. DIN 57108/VDE 0108/12/79

VDE 0108, 2.2.3.3.2, Terms

VDE 0108, 5.3, Emergency Lighting with Group Battery

VDE 0108, 14.6, for Batteries

VDE 0108, 14.11, Test Books

4. Technical Data

Description of an Emergency Lighting System

The emergency lighting system consists of the following system parts:

- Batteries
- Master board with charging device for commutation
- Conservation setting: light intensity appr. 40/60%
- Weekly automatic testing operation
- Three-phase monitoring

- Inverter (DC/ AC voltage)
- Light fixture insertions
- Panel with push buttons and control displays
 Volt meter analog/digital

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- Ampere meter
- 1-25 connected light fixtures (with group supply unit)
- 1-80 connected light fixtures (central supply unit or central supply system)

A maximum of 20 light fixtures, plastic-sheathed cable and distribution boxes belong to all items with group supply units for emergency lighting.

Following types of emergency light systems are installed:

Single supply units Group supply units Central supply units

Make: CEAG, Praezisa, RZB, Varta, Inotec, Gessler

Distribution of emergency light systems in the area of the 280th BSB Schweinfurt:

Approx. 79% are single supply units Approx. 19% are group supply units Approx. 2% are central supply units

5. Work Description

<u>Important Remark:</u> The contractor has sole responsibility to schedule and keep appointments for the maintenance of emergency lights in rooms, which are only accessible to customers/occupants. Special requests of the customer/occupant shall be considered. This constitutes additional hardship during work performance.

The contractor must attempt to make an appointment for the maintenance of the emergency light systems at least 3 times. This should be documented with a protocol in writing. (Format of the protocol shall be coordinated with the COR). **During the individual maintenance/repair work the contractor must be reachable by cell phone at all times.** All systems to be maintained will be determined in the applicable Delivery Order.

The contractor shall confirm each system maintenance in an inspection protocol. The format of the inspection protocol shall be coordinated with the COR. Following data must be shown in the inspection protocol.

- Contract number
- Position number
- Building number

• Number of emergency light system

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- Number of connected light fixtures
- Type or make of emergency light system
- Batteries, number of units, year of manufacture

Besides the protocol in writing a data file in "**Excel**" with maintenance lists, material lists and man-hour lists shall be prepared and handed over to the COR on a disc and in print along with the invoice.

A weekly schedule of maintenance shall be submitted and approved by the COR one week prior to start of work.

Only successfully completed tests of emergency light supply units will be paid for.

5.1 **Maintenance**

5.1.1 <u>Description of Standard Maintenance</u>

During each standard maintenance, the following work must be performed:

- Testing of central device and external tableaus for proper electrical and mechanical function.
- Testing of power supply to check charge state of battery and proper function of charging devices, test and replace battery water.
- Testing of all system parts connected to the central device (signal transmitter, receiver, switches, push buttons, light fixtures and distributors) for proper electrical and mechanical operation.
- Testing of all signal devices, (buzzers, bells, horns, sirens, punched fields, display boards, etc.) connected to the central system for proper electrical and mechanical function.
- Inspection of transmission network and interfaces for perfect condition.
- Inspection of all cable connections and clamps for perfect condition.
- Removal of interior contamination endangering the operation reliability of the system.
- Lubricating and greasing of all mechanical system parts with special oil.
- Performance of function test of the system.

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- Checking of documents (inspection book, blueprint, site plan of light fixtures, central description and marking of light fixtures and transformers). If those do not exist, the documents shall be prepared and delivered.
- Delivery of mounting- and operation directions of the supply devices (if missing).
- Entering of each maintenance in the inspection book.
- If major deficiencies of the system (boards, batteries, etc.) are noticed during individual inspections, the Utilities Division Schweinfurt must be notified in writing immediately, with solution suggestions and technical information. A non-binding cost estimate shall be submitted within 1 week.
- Performance of a complete function test of each system.
- Check switching from power supply to emergency lighting by using the test button and disconnecting the power supply.
- Testing of batteries, automatic changeover device, automatic battery charger, inverter, light fixtures, illuminants, starter and power supply unit.

Preparation of a maintenance protocol.

5.1.2 Description of Yearly Maintenance

<u>Note</u>: Yearly maintenance on the group and central battery units must be performed by 2 people (1^{st} person for measurement on the central unit, 2^{nd} person for checking the lights).

Performance of work as described in 5.1.1 and additional work:

- An operation endurance test must be performed during yearly maintenance.
- Checking of emergency lighting during emergency operation with battery until reaction from center "total discharge protection battery", at least three hours (see VDE 0108, 5.3).
- Checking of light fixtures (illuminants, starter and power supply unit).
- Checking of automatic battery charger after reaction of the total discharge protection.
- Checking of batteries after total discharge.

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5.2 Repair Work

Prior to start of work the contractor must submit a detailed cost estimate in writing, including all required materials and labor hours and travel costs to the COR for approval. Upon approval of the repair work the contractor must start work within 2 working days. After completion of respective work a report in triplicate shall be prepared, in which the eliminated malfunction is described in detail, including work time as well as material. Work shall be performed during normal duty hours:

Monday – Thursday 0730 – 1600 hrs Friday 0730 – 1430 hrs

In case of an emergency (a condition which directly threatens life or the safety of an individual) the contractor shall immediately inform the COR.

Estimated working hours for repair work include the time used for repair work and trouble shooting until elimination of malfunction, as well as the function test after repair.